

Pest control Guidance for customers.

Pest monitoring and treatment service for residential and commercial premises of any size.

From making sure your garden is **rat free** to a **comprehensive pest monitoring and treatment** service for your commercial premises, we are here for you. Our residential offer also extends to blocks and estates.

Working closely with **the council** we aim to ensure that we get **results** across the whole area affected if other properties involved.

We know it's not enough just to eradicate the problem, we want to avoid it coming back!

Please note by instructing and paying us to carry out works you accept our terms and conditions found <u>here</u>.

Pest Treatments, please click the relevant link.

- Callout / Inspection
- Bedbugs
- <u>Cockroaches</u>
- Exotic Ants
- Fleas
- <u>Mice</u>
- Rats
- Wasps
- Terms and Conditions

All our prices are available on the website.

If your pest problem is not listed above or you require a more long term treatment, **Contact us** for a **free quote**.

Your feedback is very important to us. Please let us know how we did by completing our survey linked below.

https://www.surveymonkey.co.uk/r/RePestControl





Callout / Inspection

For a fixed price we will attend your property and carry out an inspection.

Preparation

Please take photos or collect samples of pest where possible, in the case of suspected pest damage or droppings please leave in place for our officers to see or if not possible place in a bag to show us.

What will we do? (Prices available on our website or on request)

We will inspect the site where safe to do so and try and where possible provide the following:

- Identification of pest.
- Where the pest is coming from.
- Entry points on external of the property (internal holes are not relevant if pest cannot get in).
- Advice on a recommended course of treatment.
- Advice on proofing.
- A brief written summery of key points.

Please note if you decide to have treatment with us we you will only pay the treatment cost and not the inspection fee.

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BedBugs

Cimex lectularius – the common bed bugs are parasitic insects that feed on the blood of humans and other mammals. Emerging every few days to feed at night but able to go 18months between feeds. They hide during the day in cracks and crevices in and around beds.

Identification

The adult bed bug is reddish brown colour flat, oval insect 5mm long by about 3mm broad. In unfed bed bugs the abdomen is circular and paper-thin becoming purple and swollen once fed. They have a short, broad head with a pair of prominent antennae and a pair of small dark compound eyes. They have three pairs of well-developed legs with clawed feet that allow them to climb rough surfaces and crawl rapidly.

How do you know if you have Bed Bugs?

- The bed bug bite often gives rise to a hard, whitish swelling which can cause severe irritation in some people, resulting in loss of sleep and lack of energy, particularly in children. It is different from a flea bite which leaves a dark red spot surrounded by a reddened area.
- Normally bites appear on the upper body on face neck shoulders and torso. Bed bugs' 'stink glands' give off an almond-like odour.
- Blood spotting' on bed linen. Fully fed bugs excrete excess water before returning to their narrow crevices. Black spots on areas around bed such as bed frame skirting boards and other nearby furniture.

Spread

There are a number of factors that help maintain bed bug numbers. Ensuing warm conditions and increased use of central heating stimulate continuous activity and feeding over the winter months. Even the movement of second hand furniture may transfer bed bugs from one property to another.

Any household can be invaded by bed bugs. Bed bugs are generally associated with poor, crowded and unhygienic conditions and premises in these conditions are more likely to suffer established infestations. In domestic premises most infestations are found in the bedroom.

Preparation for treatment

The following measures must be carried out before your property is sprayed:

- All items must be removed except for the furniture.
- All floors and upholstered furniture should be vacuumed thoroughly to remove animal hair, debris, eggs and pupae. Particular attention should be given to known harbourages such as bedrooms and other sleeping areas (the vacuum bag must be disposed of in a plastic bag in refuse bin).
- All bed linen and clothing should be removed from infested areas and washed on the hottest wash possible. (over 50degrees for at least 30mins)
- Wardrobes, drawers etc. should be emptied and vacuumed. The contents washed on the hottest wash possible or dry cleaned.
- Where possible, beds and other known harbourages should be completely dismantled to allow them to be thoroughly treated.
- Tiled, concrete, wooden, and any other hard floor surfaces should be swept and washed and or vacuumed.
- Remove all people and pets during the treatment and stay out of treated areas until dry (normally 5-6 hours). Remove aquariums. (Fish are susceptible to insecticides).
- Any food must be removed.

Treatment (Prices available on our website or on request)

Normally a treatment will involve:

- All bedrooms must be treated in order for treatment to effective, no guaranty is offered if any room which is used to sleep in (even if only once every couple of years) is not treated.
- Rooms will be inspected and any items left in the room will be requested to be removed, if rooms are not prepared our officers will not be able to treat and a call out fee will be payable.
- *Treatment of the rooms and furniture, this includes walls floors ceilings inside cupboards drawers under and behind furniture with a residual insecticide. Then rooms are then misted with an ultra-low volume (ULV) spray to knockdown. Please note furniture such as bed and mattresses may be left on their sides to aid in drying.
- At the end of each visit we will provide a copy of our report stating our findings actions taken and recommendations for customer.
- Revisits within 3months of end of treatment are included only if our recommendations are followed, visits after this time will be chargeable.

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After treatment:

The following measures must be followed to ensure results:

Adults, children and pets should not be allowed back into the sprayed rooms until the treatment has completely dried (normally 5 – 6 hours in a well ventilated property).

Do not vacuum for at least 21 days after the treatment. This will give the insecticide time to eliminate all stages of the bed bug infestation.

Thoroughly clean all food preparation surfaces before use.

Bed bug activity may be witnessed for several days after the treatment. Newly hatched bed bugs, may not have made contact with the insecticide. Eventually they will die, but can be treated with a normal insecticidal spray (aerosol fly spray), purchased from any supermarket, hardware shop or chemist. **Safe Use of Insecticides**

All insecticides are harmful and poisonous if misused. Follow the manufacturer's instructions carefully. Store insecticides in a safe place away from children and pets. Dispose of empty containers properly. Always remember to wash your hands after use.



Cockroaches

The two main species of cockroach found in Britain are the German (*Blatella germanica*) and Oriental (*Blatta orientalis*) cockroach. All can cause food poisoning.

German cockroach – Adults are around 1.5cm in length and are a light brown in colour. They are good climbers and are often found in warm and humid locations such as kitchens and bathrooms.

Oriental cockroach - Adults are around 3cm in length and are dark brown, black in colour. They are poor climbers and are often found in cool wet areas such as rubbish heaps and drains.

How do you know if you have Cockroaches?

- If you see a cockroach in your property it normally indicates an infestation.
- Cockroach droppings Small black spots normally found around points of harbourage. By cracks and crevices around food storage or warm humid areas.
- Smell When Cockroaches are present you often get a musty smell.

Preparation for treatment

Please try to leave as much evidence in place as is safe to do so for our officers to see. This will all aid our officers in an accurate and speedy assessment of your problem and treatment required.

Treatment* (Prices available on our website or on request)

Normally a treatment will involve:

- Initial assessment of pest to confirm species and type of treatment required.
- Locating harbourages and food sources.
- Treatment of the site with an insect bait and traps where appropriate. Please note that this treatment has a domino effect and will become more effective over time.*
- At the end of each visit we will provide a copy of our report stating our findings actions taken and recommendations for customer.
- Revisits within 6 weeks of end of treatment are included only if our recommendations are followed, visits after this time will be chargeable.

*Please note visits are 2 weeks apart to allow a chance for the cockroaches to get to the bait. Cockroaches are cannibalistic in nature and feed on their dead the insect bait will keep being effective over multiple feedings.



Exotic Ants (Pharaoh Ant)

Monomorium pharaonis, Pharaoh Ant are around 2mm in length and yellow brown in colour. They have the ability to get into seemingly sealed containers and sterile dressings. They feed on high protein and sweet foods. A single queen can produce over 3000 eggs in its life and a colony often consists of multiple queens which spread out when the nest is under attack. Ants can carry disease and increase chance of infection to wounds.

You must NOT spray Pharaoh's Ants as this will spread them out and make it worse.

How do you know if you have Pharaoh Ants?

- Small pale ants running in lines around kitchen.
- Ants in sugar and dressings or even baby formula.

Preparation for treatment

DO NOT spray or try any treatment as this will panic the nest and cause the queens to spread out increasing the number of nests and the extent of the problem even to the point of spreading them into neighbouring properties. It is also recommended that you contact your neighbours to ensure that if they are also affected that they seek professional treatment (we offer discounts on group or block treatments please contact us for further details.

Treatment* (Prices available on our website or on request)

Normally a treatment will involve:

- Initial assessment of pest to confirm species and type of treatment required.
- Locating ant runs / trails and sources of food.
- Treatment of the site with insect bait stations and gel. Please note that this treatment is designed to sterilise the queen and stop any further increase of ants and may seem to get worse before they die off.*
- At the end of each visit we will provide a copy of our report stating our findings actions taken and recommendations for customer.
- Revisits within 8 weeks of end of treatment are included only if our recommendations are followed, visits after this time will be chargeable.

*Please note visits are 4 weeks apart to allow a chance for the ants to get the bait back to the nest and feed the queens.



Fleas

Ctenocephalides felis, Cat fleas are the most common they grow up to 3mm in length and tend to bite around the ankles and legs, although bites in other locations are not uncommon.

How do you know if you have Fleas?

- Bites Raised and often itchy bumps on ankles and lower body.
- Pets Excessive scratching or discomfort of your pet.
- Sightings Small dark insects jumping around on furniture, animals or bedding.
- Eggs can lay dormant until a person enters the property hatching at the vibrations of footsteps.

Preparation for treatment

Clear and clean floors and soft furnishing paying attention to areas where pets like to go such as under beds and behind sofas. Treat any pets for fleas following the advice of your vet. (Store bought treatments are not recommended).

Treatment (Prices available on our website or on request)

Normally a treatment will involve:

- Initial assessment of pest to confirm species and type of treatment required.
- Locating harbourages and food sources.
- Treatment of the site with an insecticide. Please note that this treatment has a residual effect and will remain active over several weeks in order to break the life cycle.*
- At the end of each visit we will provide a copy of our report stating our findings actions taken and recommendations for customer.
- Revisits within 6 weeks of end of treatment are included only if our recommendations are followed, visits after this time will be chargeable.

*Please note visits you cannot be in the property at time of treatment and must not return until treated areas are dry (normally 5-6 hours). You may not vacuum or clean floors for a period of 3 weeks after treatment as this will adversely affect results.



Mice

Mus domesticus also known as the house mouse are the most common weighing around 30 grams and around 9cm in length not including its tail, Mice carry diseases and infections and may cause damage to health and property.

(You are required by law to keep your land free and clear of rodents under the prevention of damage by pests act 1949)

How do you know if you have mice?

- Mouse droppings Light brown to almost black in colour, approximately 5mm in length. Normally found randomly throughout an infested property even on worktops and in food appear size and shape of a grain of rice.
- Noises Scrabbling scratching sounds heard normally at night in ceilings under floors and in cavity walls can indicate an infestation.
- Smear marks Greasy brown marks left on surfaces or walls are left from the oils found on the coat of the mouse.
- Gnawing / Chewing mice teeth are constantly growing which means they need to chew to keep them in check. Defective wiring and water hoses leaking are just a few are results of mice gnawing.
- Smell When mice are present you often get a musty smell.

Preparation for treatment

Please try to leave as much evidence in place as is safe to do so for our officers to see, keep records of times of sightings or noises. This will all aid our officers in an accurate and speedy assessment of your problem and treatment required.

Treatment* (Prices available on our website or on request)

Normally a treatment will involve:

- Initial visit to site to evaluate infestation plan a course of action offer advice on proofing and precautions where appropriate. Placement of baits.
- Second visit to check on bait and refill as required.
- Third visit to check current infestation is clear and remove excess bait from the property. If any on-going signs of infestation, officer will book an extra visit at no extra charge.
- At the end of each visit we will provide a copy of our report stating our findings actions taken and recommendations for customer.
- Revisits within 6 weeks of end of treatment are included only if our recommendations are followed, visits after this time will be chargeable.

*Please note we do not offer any form of treatment for mice in an outside space such as a gardens or yards. (Sheds and garages can be treated upon request but no guaranty will be offered.) Back to top



Rats

Rattus norvegicus also known as the brown rat are the most common weighing around 500grams and around 24cm in length not including its tail, normally ranging from a light brown to black in colour the brown rat carries diseases and infections and may cause damage to health and property. (You are required by law to keep your land free and clear of rodents under the prevention of damage by pests act 1949)

How do you know if you have rats?

- Rat droppings Light brown to almost black in colour, approximately 15mm in length. Normally found concentrated in one or two areas.
- Noises Scrabbling scratching and even loud banging sounds heard normally at night in ceilings under floors and in cavity walls can indicate an infestation.
- Smear marks Greasy brown marks left on surfaces or walls are left from the oils found on the coat of the rat.
- Gnawing / Chewing rats teeth are constantly growing which means they need to chew to keep them in check. Holes in floor boards, defective wiring and water hoses leaking are just a few are results of rats gnawing.
- Smell When rats are present you often get strong ammonia like smells often mistaken as defective drains.
- Burrows Holes in the ground, normally under cover or near defective drains are an indicator that rats may be burrowing underground and may even living just below your feet.

Preparation for treatment

Please try to leave as much evidence in place as is safe to do so for our officers to see, keep records of times of sightings or noises. This will all aid our officers in an accurate and speedy assessment of your problem and treatment required.

Treatment (Prices available on our website or on request)

Normally a treatment will involve:

- Initial visit to site to evaluate infestation plan a course of action offer advice on proofing and precautions where appropriate. Placement of baits.
- Second visit to check on bait and refill as required.
- Third visit to check current infestation is clear and remove excess bait from the property. If any on-going signs of infestation, officer will book an extra visit at no extra charge *.
- At the end of each visit we will provide a copy of our report stating our findings actions taken and recommendations for customer.
- Revisits within 6 weeks of end of treatment are included only if our recommendations are followed, visits after this time will be chargeable.

*Please note we do not offer any form of long term guaranty for rats treated externally past the end of the current infestation being cleared. <u>Back to top</u>



Wasps

Vespula vulgaris or known as the common wasp are relatively hairless when compared to bees. Black and yellow striped in colour with a narrow waist. They build a nest with a combination of wood pulp and saliva starting off small they can reach sizes larger than a football.

Please note we do not treat bees.

How do you know if you have wasps?

- Large number of wasps coming into your property on window sills or in recessed lights.
- Wasps flying in and out of a point on the property such as the eaves, airbricks or even just a small gap.
- Noises Scratching or buzzing sounds heard in property.

Preparation for treatment

Please try to identify the entry point and or location of the nest within the property, your safety comes first do not put yourself at risk by approaching the nest itself out officers carry protective clothing to do this.

Treatment* (Prices available on our website or on request)

Normally a treatment will involve:

- Initial assessment of pest to confirm as wasps.
- Locating access to wasp's entry point and or nest.
- Treatment of the site with a contact insecticide. Please note after treatment wasps can become confused and agitated it is recommended that you stay clear of the area for at least 1 hour after treatment and allow a minimum of 24 48 hours after treatment for wasps to die.
- At the end of each visit we will provide a copy of our report stating our findings actions taken and recommendations for customer.
- Revisits within the same season (spring to spring) as treatment are included only if our recommendations are followed, visits after this time will be chargeable.

*Please note we do not remove the nest as standard but this service can be offered after the treatment has been allowed a chance to work at an additional cost.

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REGIONAL ENTERPRISE LIMITED STANDARD TERMS OF APPOINTMENT FOR PROFESSIONAL SERVICES

1 In this Agreement:

"Re (Regional Enterprise)" means Re (Regional Enterprise) Limited;

"Client" means the client for whom Re (Regional Enterprise) is to carry out the Services, which in this case is The Barnet Group Limited, a company incorporated in England, (No. 07873964), the registered office of which is at 1255 High Road, Whetstone, London, N20 0EJ;

"Parties" means Re (Regional Enterprise) and the Client together and "Party" shall be construed accordingly;

"Services" means the services described as the Pest Control service or any part thereof to be carried out by Re (Regional Enterprise) for the Client;

"Charges" means the charges to be levied by Re (Regional Enterprise) to the Client for the Services;

"Intellectual Property" means all drawings, software, reports, specification, bills of quantities, calculations and other documents and information prepared by or on behalf of Re (Regional enterprise) in connection with the Services;

"Agreement" means the contract between the Parties evidenced by a written quotation or estimate approved by Re (Regional Enterprise) clearly marked as such and issued to the Client, identifying the Services and the Charges and any other relevant matters pertaining to the Services to be provided, and incorporating these standard general terms of appointment.

- 2 References to persons shall include reference to firms, corporations and unincorporated associations and vice-versa; references to statutes shall be taken to include reference to any modification, amendment or re-enactment of the statute in force.
- 3 Any alteration to the terms of this Agreement shall only be effective if agreed by Re (Regional Enterprise) in writing.
- 4 This Agreement is the entire agreement between the Parties with respect to the Services and, save for a statement made fraudulently, the Parties accept that they are to have no rights or liabilities whatsoever in respect of pre-contractual statements.
- 5 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 6 The benefit of this Agreement may be assigned only with Re (Regional Enterprise)'s express written consent; the giving of which shall be at Re (Regional Enterprise)'s absolute discretion.
- 7 This Agreement shall be governed by and construed in accordance with English Law and be subject to the non-exclusive jurisdiction of the English Courts.
- 8 Re (Regional Enterprise) shall carry out the Services using reasonable skill and care and in doing so shall be entitled to rely on information provided by the Client or on the Client's behalf in determining the content of the Services.
- 9 The Client shall provide or procure the provision of all necessary safety information, access and assistance to Re (Regional Enterprise) in the carrying out of the Services and provide free of charge to Re (Regional enterprise) all data, reports, plans, drawings and other information (whether or not contained in documents) which pertain to the Services.
- 10 In the event that there is a material alteration in the Services and/or Re (Regional Enterprise) are prevented from or delayed in undertaking the Services by reasons beyond their reasonable control, Re (Regional enterprise) shall be entitled to payment by the Client of their reasonable charges caused as a result of such alteration, prevention or delay and such charges will be added to the Charges payable in accordance with this Agreement.
- 11 Nothing in this Agreement shall restrict Re (Regional Enterprise)'s liability:
- 11.1 to the extent that the Unfair Contract Terms Act 1977 prohibits Re (Regional Enterprise) from excluding or restricting such
 - liability for death or personal injury; or

11.2 for fraud.

- 12 Re (Regional Enterprise) shall not be liable to the Client for:
- 12.1 any indirect, economic or consequential loss;
- 12.2 any loss of profit;
- 12.3 loss of use or loss or corruption of data or information;
- 12.4 property damage;

- 12.5 loss of anticipated savings; or
- 12.6 depletion of goodwill, reputation or similar losses arising from or in connection with this Agreement or the project(s) to which it relates.
- 13 Re (Regional Enterprise) will not be held liable for any delay or failure to fulfil Re (Regional Enterprise)'s obligations under this Agreement as a result of causes beyond Re (Regional Enterprise)'s reasonable control or as a result of Re (Regional Enterprise) terminating this Agreement or suspending the Services pursuant to any term of this Agreement.
- 14 Where in the course of the Services Re (Regional Enterprise) engages any testing laboratory for the analysis of samples or otherwise; Re (Regional Enterprise) shall engage such testing laboratory as agent for the Client and Re (Regional Enterprise) shall not be responsible for any act or omission or breach of duty or failure to perform or negligence by or of such testing laboratory.
- 15 The Client delegates authority to Re (Regional Enterprise) as its agent to appoint third parties (where necessary) on behalf of the Client to provide services connected with the project or as necessary for the discharge by Re (Regional Enterprise) of the Services. Re (Regional enterprise) shall have no liability for the acts or omissions of such third parties.
- 16 Save as stated above; the total aggregate liability of Re (Regional Enterprise) and/or its officers, directors, employees and subcontractors under or in connection with this Agreement whether in contract, tort, breach of statutory duty or otherwise shall be limited to 100% of the annual Charges.
- 17 The parties agree and acknowledge that the clauses above relating to limitation of liability satisfy the requirement of reasonableness as set out in the Unfair Contract Terms Act 1977 and further satisfy such other equivalent applicable requirement imposed by operation of the project to which this Agreement relates.

REGIONAL ENTERPRISE LIMITED STANDARD TERMS OF APPOINTMENT FOR PROFESSIONAL SERVICES

- 18 The limits of liability set out in this Agreement shall continue to bind the Client notwithstanding any termination of this Agreement.
- 19 The liability of Re (Regional Enterprise) and/or its officers, directors, employees and subcontractors under or in connection with this Agreement arising from or in connection with asbestos, pollution or contamination and whether in contract, tort, breach of statutory duty or otherwise, is excluded.
- 20 Re (Regional Enterprise) shall be under no obligation to provide collateral warranties or letters of reliance.
- 21 All Intellectual Property shall remain vested in Re (Regional Enterprise) and Re (Regional Enterprise) shall not be liable for the use by any person of Intellectual Property for any purpose other than that for which it was prepared. Provided that all sums due from the Client to Re (Regional Enterprise) however arising and whether relating to this Agreement or any other have been paid, Re (Regional Enterprise) grants a royalty free licence to the Client to use and to reproduce Intellectual Property in connection with the Services.
- 22 Until all sums due from the Client to Re (Regional Enterprise) however arising and whether relating to this Agreement or any other have been paid Re (Regional enterprise) shall be entitled to a lien over all of the Client's documents in Re (Regional Enterprise)'s possession.
- 23 Re (Regional Enterprise) shall be permitted to issue invoices monthly. Any invoice issued by Re (Regional Enterprise) further to this Agreement shall be due and owing upon receipt and time shall be of the essence in relation to payment. If an invoice or any balance of an invoice remains outstanding after 28 days from the invoice date the following sums shall be payable in addition at Re (Regional enterprise)'s option:

- 23.1 a fixed sum calculated in accordance with s.5A, Late Payment of Commercial Debts (Interest) Act 1998;
- 23.2 interest from the date of invoice at the rate of 1.5% per month, compounded on a monthly basis, both before and after judgment; and
- 23.3 the full amount of Re (Regional Enterprise)'s administrative and other costs incurred in recovering any unpaid sum including legal costs and disbursements on an indemnity basis.
- 24 The Client shall have no right of set-off in any circumstances and:
- 24.1 all sums due to Re (Regional Enterprise) in respect of this Agreement shall be paid in full without deduction save only for any deductions or withholdings required by law; and
- 24.2 if any deductions or withholdings are required by law the Client shall pay to Re (Regional Enterprise) such further sums as will ensure that the aggregate of the sums paid or payable under this Agreement shall, after deducting all such deductions or withholdings, leave Re (Regional enterprise) with the same amount as it would have been entitled to receive under this Agreement in the absence of any such deductions or withholdings.
- 25 Re (Regional Enterprise) may terminate this Agreement by giving at least 30 days' notice in writing to the Client in which event Re (Regional enterprise) shall be entitled to payment of that proportion of the Charges that relates to the Services performed up to the date of expiry of the notice to terminate.
- 26 Re (Regional enterprise) may terminate this Agreement or suspend the Services (at its option) with immediate effect if Re (Regional enterprise)'s discharge of the Services is prevented or frustrated by any cause beyond Re (Regional enterprise)'s reasonable control or in Re (Regional enterprise)'s reasonable opinion the health and/or safety of its staff is put at risk and/or as a consequence of adherence to any British Foreign Office recommendation.
- 27 Re (Regional enterprise) may suspend or terminate this Agreement with immediate effect without notice if the Client is in breach of any part of it or is subject to or instigates insolvency proceedings of any type or if Re (Regional enterprise) reasonably believes that the Client is or will be unable to pay its debts as they fall due. If Re (Regional enterprise) suspends or terminates this Agreement for such a reason the Client will not be entitled to make any claim against Re (Regional Enterprise) in respect of such suspension or termination and the Client will remain liable to Re (Regional Enterprise) in respect of all sums due.
- 28 Where a change in VAT liability is to be applied retrospectively, and if requested to do so by the Client (who will be responsible for reimbursing, on demand, Re (Regional Enterprise)'s reasonable costs) and (after taking account of any sums potentially payable to HMRC on account of claims to recover VAT input tax) a claim for repayment of overpaid tax will overall result in Re (Regional Enterprise) recovering a larger sum from HMRC than it is potentially liable to pay HMRC, Re (Regional Enterprise) shall submit a claim to HMRC for a refund of VAT charged in respect of the relevant Services already supplied, less additional VAT due to HMRC as a result of the decrease in Re (Regional Enterprise)'s input VAT recovery. The amount of VAT refunded to the Client shall be limited to the amount Re (Regional Enterprise) receives from HMRC.
- ²⁹ The Charges do not include any amount arising in respect of VAT (or other applicable taxes), which, if applicable, shall be payable by the Client and added to such Charges at the rate in force at the time that they become due.
- 30 Any delay, waiver or abrogation by Re (Regional enterprise) in enforcing any aspect of this Agreement will not affect or restrict any of Re (Regional Enterprise)'s rights under this Agreement.
- 31 The Client shall indemnify Re (Regional Enterprise) against any costs claims liabilities and expenses incurred by Re (Regional Enterprise) arising from the transfer of any employees due to operation of law in connection with this Agreement or the Services.

- 32 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- ³³ If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

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- Both parties shall keep confidential, and shall not without the other's written consent disclose to any third party, any trade or business secrets or other confidential information supplied by the disclosing party except as shall be absolutely necessary for the proper performance of this Agreement or compliance with statutory obligations. The Client shall consult with Re (Regional Enterprise) immediately in the event of a request for information under any applicable statutory provision which may affect Re (Regional Enterprise) or the subject matter of this Agreement.
- ³⁵ The Client shall comply with all relevant statutory or other legal obligations in relation to the project to which the Services relate including (where applicable) its duties under the Construction Design and Management Regulations 2007 to allocate adequate resources and provide pre-construction information to consultants and (where applicable) to appoint a CDM Coordinator.
- ³⁶ The Client acknowledges that Re (Regional Enterprise) is committed to and operates an integrated management system, which incorporates environmental management processes and procedures in compliance with the requirements of ISO 14001.
- 37 The Client shall:
- 37.1 comply with all applicable laws, statutes, regulations, and codes relating to antibribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements") together with Re (Regional Enterprise)'s Ethics, Antibribery and Anti-corruption Policies any relevant industry code on anti-bribery, in each case as the Re (Regional Enterprise) or the relevant industry body may update them from time to time ("Relevant Policies");
- 37.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 37.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies, and will enforce them where appropriate;
- 37.4 promptly report to Re (Regional Enterprise) any request or demand for any undue financial or other advantage of any kind received by the Client either from Re (Regional Enterprise) or otherwise in connection with the performance of this Agreement or the project to which it relates and immediately notify Re (Regional Enterprise) (in writing) if a public official in any jurisdiction becomes an officer or employee of the Client or acquires a direct or indirect interest in the Client (and the Client warrants that it has no public officials in any jurisdiction as officers, employees or direct or indirect owners at the date of the Agreement).
- 38 Breach of clause 37 above shall be deemed a material breach of this Agreement.
- 39 In the event the Services continue for more than 12 months, the Charges shall be subject to an increase-only annual adjustment on each anniversary of the commencement of the Agreement in accordance with the Average Weekly Earnings index as published by the Office for National Statistics.

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